

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE C.N.RAMACHANDRAN NAIR

WEDNESDAY, THE 18TH JULY 2007 / 27TH ASHADHA 1929

WP(C).No. 19410 of 2007(I)

PETITIONER:

HENRY LEO, AGED 43 YEARS,
S/O. P.S. HENRY, 49/41, SHANTI NIVAS,
CHEMBADY ROAD, PERANDOOR, ELAMAKKARA, COCHIN-26.

BY ADV. SRI.RENJITH THAMPAN
SMT.P.A.ANITHA

RESPONDENTS:

1. KERALA STATE ELECTRICITY BOARD,
REPRESENTED BY SECRETARY, VYDHYUTHI BHAVAN,
THIRUVANANTHAPURAM.
2. THE EXECUTIVE ENGINEER,
K.S.E.B., ELECTRICAL DIVISION, CHERTHALA.
3. THE EXECUTIVE ENGINEER,
ELECTRICAL DIVISION, MATTANCHERRY.

- *4.SHRI.K.SIVANANDAN, AGED 47 YEARS,
S/O.N.KUNJU PANICKER, 21/1507, PALLURUTHY,
KOCHI - 6.

(*IMPLEADED AS ADDL. 4TH RESPONDENT IN THE WRIT PETITION AS PER ORDER
DATED 18/07/2007 IN I.A.NO.9641/2007)

BY ADV. SHRI.P.P.THAJUDEEN, SC. KSEB.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION
ON 18/07/2007, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

C.N.RAMACHANDRAN NAIR, J.

WP(C) No. 19410 of 2007

Dated, this the 18th day of July, 2007

J U D G M E N T

The additional 4th respondent has entered into Exts.P1 & P1(a) agreements with KSEB for drawing of TV cable through electric poles. While under the first agreement, KSEB permitted to draw TV cable through 760 posts, under the second agreement permission is granted for drawing TV cable through 1901 poles. According to petitioner, addl. 4th respondent and petitioner were partners of Satellite Cable Vision, a partnership firm, and they have now dissolved the Firm and started business separately. Under the dissolution deed, they divided the business by dividing the net work, and are now separately managing and remitting pole rentals. Prayer in the writ petition is for a direction to the respondents to renew the agreements in the name of petitioner and the additional 4th respondent for the respective poles used by them. Learned Standing Counsel for the KSEB submitted that agreement prohibits assignment or transfer of cable TV installation and therefore KSEB cannot approve the arrangement between petitioner and the addl. 4th respondent. He further submitted that there is nothing to indicate in Exts. P1 & P1(a) that the additional 4th respondent signed the agreements as the partner of the firm. However, learned counsel for petitioner produced

Partnership Deed to show that petitioner and addl. 4th respondent constituted the firm vide Partnership Deed dated 26/04/2000, and they have dissolved the firm later.

2. So long as KSEB permits retention of line by the original guarantee i.e. addl. 4th respondent, I do not think the Board's interest would be effected if the liability under the agreement is shared between petitioner and the addl. 4th respondent. However, Board is entitled to request for separate agreement, and Board is free to demand from petitioner and addl. 4th respondent to enter into fresh agreements on terms applicable currently. I feel, this could be done without dismantling the cable already drawn and without interfering with the business carried on by petitioner and addl. 4th respondent. This writ petition is accordingly disposed of directing respondents 2 and 3 to enter into separate agreements with petitioner and addl. 4th respondent, in accordance with the present norms after settling the account of addl. 4th respondent pursuant to Exts.P1 & P1(a) agreements, within a period of one month from the date of production of a copy of this judgment and on petitioner and addl. 4th respondent complying with the formalities and on their signing fresh agreements and on making payments as demanded in terms of current norms.

(C.N.RAMACHANDRAN NAIR, JUDGE)